



EMS DEGREE PROGRAM AFFILIATION AGREEMENT BETWEEN

SEGUIN FIRE/EMS

AND

ALAMO COMMUNITY COLLEGE DISTRICT

On behalf of San Antonio College

This EMS Degree Affiliation Agreement (“Agreement”) is made effective on **April 1, 2015** (hereinafter referred to as the “Effective Date”), and entered into by and between Alamo Community College District, a public junior college district and a political subdivision of the State of Texas, on behalf of San Antonio College (hereinafter referred to as “Alamo Colleges”) and **SEGUIN FIRE/EMS** (hereinafter referred to as “Facility”), collectively sometimes referred to herein as “the Parties.”

WHEREAS, Alamo Colleges has a curriculum in EMS Degree Education herein after referred to as “Program”;

WHEREAS, clinical practice is a required and integral component of the curriculum of the Program;

WHEREAS, Alamo Colleges desires the cooperation of facilities in the development and implementation of the clinical practice phase of the curriculum of the Program; and

WHEREAS, Facility recognizes its professional responsibility to participate in the education of EMS Degree students.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, Alamo Colleges and the Facility agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **AFFILIATION.** Alamo Colleges and Facility hereby agree to affiliate for purposes of operating the Program. Facility authorizes Alamo Colleges to conduct the Program pursuant the Terms and Conditions of this Agreement within the Facility’s premises, and the Facility shall evaluate the methods used in the implementation of the Program and determine the impact that the Program is having on the operation of Facility. In the event that Facility determines, in its sole discretion, that the Program is adversely impacting the delivery of health care to its patients or is otherwise interfering with the appropriate operation of the Facility, Alamo Colleges, upon receiving thirty (30) days written notice from Facility, will modify the Program or discontinue operating the Program at Facility until the matter is resolved by the Parties.
2. **ALAMO COLLEGES’S OBLIGATIONS.** In operating the Program at Facility, Alamo Colleges agrees to:
 - 2.1 Assume full responsibility of the planning and implementation of Program including, but not limited to the clinical objectives and on-going evaluation of the performance of the assigned students;
 - 2.2 Communicate directly with a designated member of the of the Facility staff regarding any matters relative to the operation of the Program at the Facility;

- 2.3 Notify Facility, of its planned schedule of student assignments, including the names of student, level of academic status, and length and dates of clinical practice for each student;
- 2.4 Advise the assigned student of the responsibility of complying with the existing rules and regulations of Facility
- 2.5 Instruct assigned students and faculty that confidentiality of medical information of the patients of Facility must be maintained at all times by student and faculty of Alamo Colleges as required by law and the policies of Facility and that the obligation to maintain confidentiality shall continue even if this Agreement is terminated;
- 2.6 Be responsible for all administrative functions related to the assigned students;
- 2.7 Appoint a faculty member to provide such occasional clinical observations and other supervisory services as are required for Program accreditation and related purposes;
- 2.8 Maintain in force a policy of professional liability insurance for students and faculty with limits of one million (\$1,000,000.00) for each individual occurrence and three million (\$3,000,000.00) aggregate damage. Each student will be required to sign a waiver of release at the Facility; and
- 2.9 Advise the assigned student that they are financially responsible of any lost or damaged equipment at their assigned facility

3. **FACILITY'S OBLIGATIONS.** In operating the Program, Facility agrees to:

- 3.1 Provide appropriate facilities and equipment necessary, as determined in its discretion, for Alamo Colleges to conduct the Program;
- 3.2 Determine the number of students which it can reasonably accommodate during a given period of time and notify Alamo Colleges of such number;
- 3.3 Advise Alamo Colleges of changes in its personnel, operation, or policies which may affect the Program and/or the students' clinical practice;
- 3.4 Provide to Alamo Colleges and make available to assigned students, a copy of the Facility's current, applicable rules and regulations with which the students are expected to comply;
- 3.5 Evaluate the performance of the assigned students on a regular basis as requested by Alamo Colleges and using the evaluation criteria established by Alamo Colleges; and
- 3.6 Retain ultimate responsibility for patient care.

4. **THE PARTIES' JOINT OBLIGATIONS.** In operating the Program, the Parties agree that:

- 4.1 In the event of the failure or refusal of an assigned student to follow the Facility's policies and procedures, rules and regulations or an assigned student poses a threat of injury or harm to Facility's patient(s), employee(s) or staff, Facility shall immediately notify Alamo Colleges and Alamo Colleges shall immediately remove the student from all patient contact and/or the premises of the Facility. The student shall be barred from the Facility until such time that the Parties agree on an appropriate course of action and the student poses no further risk; and

- 4.2 They shall comply with all applicable provisions of the Family Education Rights and Privacy Act ("FERPA") (20 USC §1232g), and all other applicable federal and state constitution, laws and regulations applicable to the performance rendered under this Agreement. The Parties agree to have in place and abide by a policy prohibiting sexual harassment that complies with applicable federal and state standards. Parties further agree to make no distinction on the basis of race, color, gender, sexual preference, religion, age, genetic information, disability, national origin, veteran status or political affiliation. For the purpose of this Agreement, such distinctions include but are not limited to the following: Denying a person any service or benefit or availability of a facility; providing any service or benefit to a person which is different, or is provided in a different manner or at a different time, from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.
- 4.3 The assigned students shall not receive any remuneration from Alamo Colleges or Facility.

5. **TERM AND TERMINATION.**

5.1 This Agreement shall commence on the Effective Date stated herein above and shall continue until **April 1, 2020**. This Agreement shall automatically renew for successive one (1) year terms thereafter. Either Party may terminate this Agreement, with or without cause, by providing the other sixty (60) days prior written notice of its intent to terminate. Termination shall be effective at the end of the semester during which notice is given. The Facility shall not be required to provide its facilities for clinical practice for students who enroll in the Alamo Colleges Program subsequent to the date of the notice of termination, and those students already assigned to receive clinical practice at the Facility shall have the opportunity to fully complete the course of study which is in progress.

6. **MISCELLANEOUS.**

6.1 **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days notice to the other Parties in the manner set forth above.

ALAMO COLLEGES:

Campus: San Antonio College

Department: Allied Health

Attention: Dr. Stella Lovato

Title: Chair

Address: 1300 San Pedro Ave.

Room No.: NAHC 134

City/State: San Antonio, Texas 78212

With a copy to:

Attention: David E. Mrizek
Vice President for College Services
San Antonio College
1300 San Pedro Ave.
San Antonio, Texas 78212

FACILITY:

Attention: Douglas G. Fasler
Title: City Manager, City of Seguin
Department:
Address: 110 Elm St.
City/State/Zip: Seguin, Texas 78155

- 6.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the internal laws and Constitution of the State of Texas.
- 6.3 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not in total or part be assigned or transferred directly or indirectly to another subsidiary/agency without sixty (60) days prior written notice, delivered to the other Party in accordance with Subsection 6.1 herein.
- 6.4 Entire Agreement.** This Agreement, and any exhibits or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated. Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 6.5 Amendments.** Amendments or modifications may be made to this Agreement only in writing and duly executed by the Parties.
- 6.6 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 6.7 Severability.** It is intended this Agreement to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

